IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS, MISSOURI

A.J Plaintiff,

v. Case No. _____

BMW FINANCIAL SERVICES NA, LLC,

IMAGE RECOVERY

and JOHN DOE POLICE OFFICERS 1-5,

Defendants.

VERIFIED PETITION FOR REPLEVIN AND DAMAGES PURSUANT TO MO. REV. STAT. § 533.010 ET SEQ.

PARTIES

1. Plaintiff **A.J** ("Plaintiff") is an individual residing in the City of St. Louis, Missouri, who recently relocated to Missouri and has no established support network, no alternative transportation, and no other means of obtaining emergency mobility in the St. Louis metropolitan area.

2. **BMW Financial Services NA, LLC** ("BMW FS") is a foreign limited liability company engaged in automobile financing, doing business in Missouri, which held a security interest in the subject vehicle pursuant to a lease/financing agreement.

3. **Image Recovery Service Inc.** ("Repossession Agent") is a towing and repossession company hired, directed, and controlled by BMW FS to take possession of Plaintiff's vehicle on or about March 19th, 2026

4. **John Doe Police Officers 1–5** are officers of the St. Louis Police Department whose identities Plaintiff will obtain through discovery, who responded to the scene and actively participated in the unlawful repossession of Plaintiff's vehicle.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction pursuant to Mo. Rev. Stat. § 533.010, which grants circuit courts original jurisdiction over replevin actions.

6. Venue is proper in the City of St. Louis, Missouri, as Plaintiff resides here, the unlawful repossession occurred within this jurisdiction, and the subject vehicle is currently located within this jurisdiction or in the custody of parties operating within this jurisdiction.

THE SUBJECT VEHICLE

7. The subject vehicle ("Vehicle") is: **2026 BMW ix** VIN: [WB553CF07TCV17803], which has an approximate fair market value of **$95,000–$100,000**. The Vehicle is an electric vehicle and financed/leased through BMW FS.

8. At all times relevant herein, Plaintiff had lawful possession and use of the Vehicle pursuant to her financing/lease agreement, and had not voluntarily surrendered possession.

9. The Vehicle currently contains critical personal property belonging to Plaintiff, including but not limited to medical equipment, medical supplies, and other personal effects that are not collateral under any security agreement with BMW FS.

FACTUAL ALLEGATIONS

10. On or about March 19th, 2026, a repossession agent employed by and acting on behalf of BMW FS and Image Recovery Service Inc. approached Plaintiff's vehicle while she was parked in a Burger King parking lot.

11. **Plaintiff was physically present inside the Vehicle** at the time the repossession agent approached and attempted to take the Vehicle. Said Agent hooked up his tow to the vehicle while Plaintiff was in the car freighting the Plaintiff. Immediately the low tire light came on. Later when police ordered plaintiff out the car she noticed her tire was going flat. Plaintiff begged the tow to bag up to no avail.

12. **Plaintiff expressly, clearly, and verbally refused consent to the repossession** and communicated her objection directly to the repossession agent. Plaintiff did not voluntarily exit or surrender the Vehicle.

13. Rather than abandon the repossession attempt as required by law upon Plaintiff's verbal objection, the repossession agent called law enforcement to the scene.

14. Responding law enforcement officers **threatened Plaintiff with arrest**, **physically removed Plaintiff from the Vehicle**, **handcuffed Plaintiff**, and **searched both Plaintiff's**

person and her Vehicle — all in furtherance of and to coerce the completion of BMW FS's private repossession.

15. The Vehicle was taken by Defendants only after this physical coercion and police-assisted intimidation, over Plaintiff's repeated objections.

16. Plaintiff is a documented victim of human trafficking, recently relocated to Missouri, and is presently indigent as a result of a pending insurance claim that constitutes her primary financial resource. Plaintiff has no alternative means of transportation and no support network in Missouri.

17. As of the date of this filing, Plaintiff has not received written notice of the date, time, and place of any intended sale or disposition of the Vehicle as required under Mo. Rev. Stat. § 400.9-611 (UCC § 9-611). The failure to provide such notice is itself an independent violation.

18. BMW FS has demanded approximately $660.00 as a condition for Plaintiff to retrieve her personal property — including medical supplies — from the Vehicle, despite the fact that such property is not collateral subject to any security interest.

LEGAL CLAIMS

Count I — Wrongful Repossession / Breach of Peace (Mo. Rev. Stat. § 400.9-609; UCC § 9-609)

19. Missouri law permits a secured party to take possession of collateral after default only if it proceeds without breach of the peace. Mo. Rev. Stat. § 400.9-609.

20. **A verbal objection by the debtor constitutes breach of the peace**, terminating the right to self-help repossession. Once Plaintiff verbally refused, the repossession became unlawful as a matter of law.

21. The involvement of law enforcement to physically coerce a debtor into surrendering a vehicle constitutes a quintessential breach of the peace, converting an otherwise private transaction into state-sanctioned coercion.

22. **Having breached the peace, BMW FS forfeited its self-help remedy entirely** and was required to obtain a court order to recover the Vehicle. It did not do so. It may not now retain possession of the Vehicle through any mechanism that substitutes for the judicial process it was obligated to pursue.

Count II — Conversion

23. By wrongfully taking and retaining the Vehicle after breaching the peace and forfeiting its self-help remedy, Defendants exercised unauthorized dominion over Plaintiff's property, constituting common law conversion under Missouri law.

24. Defendants' retention of Plaintiff's personal property within the Vehicle, and their demand for $660 to release non-collateral items, constitutes a separate act of conversion.

Count III — Civil Rights Violation, 42 U.S.C. § 1983 (State Action / Joint Action)

25. The John Doe Police Officers acted under color of state law when they responded to the repossession scene, threatened Plaintiff with arrest, physically removed her from the Vehicle, handcuffed her, and searched her person and Vehicle.

26. Under *Lugar v. Edmondson Oil Co.*, 457 U.S. 922 (1982), a private party acts under color of state law when acting in concert with state officials. BMW FS and the Repossession Agent acted jointly with state actors, making them liable under § 1983.

27. Plaintiff was deprived of her Fourth Amendment right to be free from unreasonable seizure, her Fourteenth Amendment right to due process, and her liberty interest in her property — all without any court order, legal process, or lawful authority.

Count IV — Trespass to Chattel

28. Defendants intentionally interfered with Plaintiff's possessory interest in the Vehicle and her personal property therein, causing direct harm to Plaintiff's property rights.

Count V — Fraud / Misrepresentation (Contract)

29. Plaintiff is informed and believes that the financing/lease agreement executed with BMW FS and/or the BMW dealership contains material misrepresentations including but not limited to: (a) a false or fabricated down payment figure reported to tax authorities; (b) misrepresentation of the federal EV tax credit applicable to the Vehicle; and (c)

misrepresentation of whether the transaction constituted a sale or a lease. Plaintiff reserves the right to amend this Petition upon completion of discovery.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Issue an immediate Ex Parte Order for Replevin directing Defendants to return the Vehicle to Plaintiff forthwith, without awaiting service of process on Defendants, based on the urgency of imminent auction and irreparable harm;

B. Waive the bond requirement entirely, or in the alternative set a nominal bond not to exceed $100, given Plaintiff's indigent status and the fact that any substantial bond would effectively deny Plaintiff access to judicial relief;

C. Issue a separate Order directing Defendants to immediately release all of Plaintiff's personal property from the Vehicle at no charge, as such property constitutes non-collateral items to which Defendants have no legal claim;

D. Prohibit Defendants from selling, transferring, auctioning, or otherwise disposing of the Vehicle pending resolution of this action;

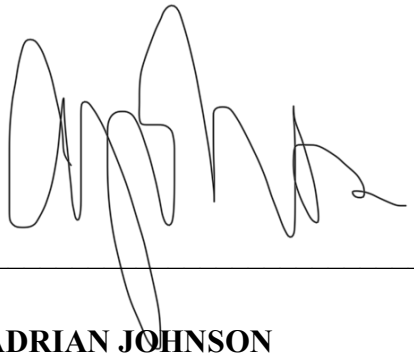
E. If Defendants seek to retain the Vehicle via counter-bond, find that BMW FS forfeited its right to any such mechanism by breaching the peace and failing to pursue judicial process as required by law;

F. Award Plaintiff actual damages, statutory damages, punitive damages, and all other damages available under Missouri law and 42 U.S.C. § 1983;

G. Award Plaintiff her costs of suit; and

H. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,



/s/ ADRIAN JOHNSON

Plaintiff, Pro Se

812 S Theresa Ave

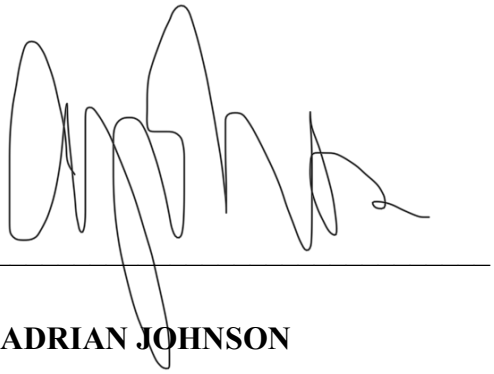
St. Louis, Missouri 63103

475-261-3946

Experthands832@protonmail.com

VERIFICATION

I, **ADRIAN JOHNSON** being duly sworn, declare under the penalty of perjury, and state that I am the Plaintiff in the above-captioned matter and that the facts alleged in this Petition are true and correct to the best of my knowledge, information, and belief.



/s/ ADRIAN JOHNSON

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS, MISSOURI

A.J Plaintiff,

v. Case No. _____

BMW FINANCIAL SERVICES NA, LLC,

IMAGE RECOVERY SERVICE INC.

and JOHN DOE POLICE OFFICERS 1-5,

Defendants.

PLAINTIFF'S EMERGENCY MOTION FOR EX PARTE ORDER OF REPLEVIN AND REQUEST FOR SAME-DAY HEARING

INTRODUCTION

Plaintiff moves this Court for an immediate ex parte Order of Replevin directing the return of her Vehicle, which was unlawfully seized by Defendants approximately eleven (11) days ago in clear violation of Missouri's breach-of-peace prohibition on self-help repossession. This motion is brought ex parte because every day that passes increases the risk of irreversible harm through auction, damage to the Vehicle, or permanent loss of Plaintiff's medical property therein.

LEGAL STANDARD

Missouri Rule of Civil Procedure 92.02 and Mo. Rev. Stat. § 533.020 authorize this Court to issue an ex parte writ of replevin where the plaintiff demonstrates (1) a right to possession of the property, (2) that the property is wrongfully detained, (3) a description of the property, and (4) the approximate value of the property. Emergency ex parte relief is warranted where notice to the adverse party would render the relief ineffective — i.e., where the property may be sold, transferred, or destroyed before a hearing can be held.

GROUNDS FOR EX PARTE RELIEF

1. **Imminent Auction Risk.** Plaintiff has not received the required pre-sale notice under Mo. Rev. Stat. § 400.9-611. Defendants may sell the Vehicle at any time, without further notice to Plaintiff. Once sold, this Court cannot restore the Vehicle to Plaintiff. The harm is irreversible.

2. **Medical Property at Risk.** Plaintiff's medical supplies and medical equipment remain inside the Vehicle. Plaintiff has no access to these items and Defendants are conditioning their return on payment of $660.00 — a condition that has no legal basis for non-collateral personal property. Continued denial of access to medical property constitutes ongoing irreparable harm.

3. **Clear Breach of Peace on the Face of the Facts.** Plaintiff was physically inside the Vehicle when the tow hooked up to her vehicle.. Plaintiff verbally refused. Police were called, Plaintiff was handcuffed, and the Vehicle was taken by force and damaged while doing it.

These facts establish a breach of peace under UCC § 9-609 on their face, making Plaintiff's likelihood of success on the merits extremely high.

4. **BMW Forfeited Self-Help Remedy.** Having breached the peace, BMW FS was legally required to obtain a court order to recover the Vehicle. It did not. It therefore holds the Vehicle without any current legal authority. Plaintiff, conversely, had lawful possession at the time of the taking. Plaintiff's possessory right is superior.

5. **Plaintiff's Vulnerable Circumstances.** Plaintiff is a documented victim of human trafficking, is indigent due to a pending insurance claim, recently relocated to Missouri, and has no alternative transportation or local support network. The Vehicle is not a convenience — it is essential to Plaintiff's ability to function, obtain medical care, and maintain her residency in Missouri.

ARGUMENT AGAINST COUNTER-BOND

To the extent Defendants seek to retain the Vehicle by posting a counter-bond under Mo. Rev. Stat. § 533.140, this Court should deny that request for the following independent reasons:

First, BMW FS forfeited its self-help remedy the moment it breached the peace. Allowing it to use the counter-bond mechanism — a statutory tool designed to preserve the status quo pending litigation — as a substitute for the court order it was legally required to obtain would reward Defendants' own illegal conduct and circumvent the very judicial process the UCC mandates.

Second, Plaintiff's irreparable harm cannot be remedied by a bond. Medical equipment, personal documents, and items with unique personal significance cannot be replaced by money. The counter-bond mechanism presumes that monetary compensation is adequate — that presumption fails here.

Third, equitable principles of unclean hands bar Defendants from invoking a legal mechanism to retain property that they never had the right to take. A party may not benefit from its own wrong.

REQUEST FOR SAME-DAY HEARING

Plaintiff respectfully requests that this Court schedule an emergency hearing on the same day this Motion is filed, or at the earliest possible time, given the imminent risk of irreversible disposition of the Vehicle. Plaintiff is available at the Court's convenience and will appear in person on any date and time the Court designates.

PRAYER FOR RELIEF

Plaintiff respectfully requests that this Court:

A. Issue an immediate ex parte Order of Replevin directing Defendants to return the Vehicle to Plaintiff within 24 hours of service of this Order;

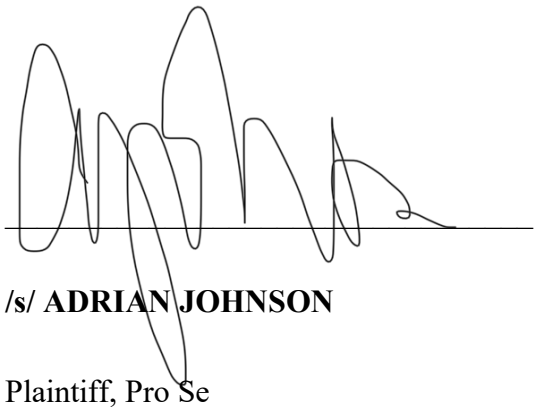
B. Simultaneously issue an Order prohibiting Defendants from selling, transferring, auctioning, or otherwise disposing of the Vehicle;

C. Issue an Order directing Defendants to immediately release all non-collateral personal property from the Vehicle at no charge;

D. Schedule an emergency hearing at the earliest possible time;

E. Grant such other and further relief as the Court deems just and equitable.

Respectfully submitted,



/s/ ADRIAN JOHNSON

Plaintiff, Pro Se

[Plaintiff, Pro Se

812 S Theresa Ave

St. Louis, Missouri 63103

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Experthands832@protonmail.com

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS, MISSOURI

A.J

Plaintiff,

v. Case No. _____

BMW FINANCIAL SERVICES NA, LLC,

IMAGE RECOVERY SERVICE, Inc

and JOHN DOE POLICE OFFICERS 1-5,

Defendants.

PLAINTIFF'S MOTION TO WAIVE REPLEVIN BOND OR IN THE ALTERNATIVE TO SET A NOMINAL BOND

INTRODUCTION

Missouri's replevin statute, Mo. Rev. Stat. § 533.060, generally requires a plaintiff to post bond before a writ of replevin issues. Plaintiff respectfully moves this Court to waive the bond requirement entirely, or in the alternative to set a nominal bond not to exceed $100.00. A bond in any substantial amount would constitute a complete denial of Plaintiff's right to access this Court — a result that violates due process under *Fuentes v. Shevin*, 407 U.S. 67 (1972), and its progeny.

ARGUMENT

I. A Prohibitive Bond Effectively Denies Access to the Courts

The Supreme Court established in *Fuentes v. Shevin*, 407 U.S. 67 (1972), that depriving a person of property without a meaningful opportunity to be heard violates the Due Process Clause of the Fourteenth Amendment. Where a bond requirement is set so high that an indigent plaintiff cannot pay it, the court has in practical effect denied that plaintiff any remedy — transforming the right to seek replevin into a right available only to those who can afford it.

Plaintiff is presently indigent. Her primary financial resource — a substantial insurance claim — is pending resolution. She has no income. She has no savings sufficient to post bond on a $95,000–$100,000 vehicle. A statutory bond at double the vehicle's value would be approximately $190,000–$200,000. This is not a bond — it is a wall.

II. The Harm Flows Entirely From Defendants' Unlawful Conduct

The purpose of a replevin bond is to protect the defendant against loss if it turns out the plaintiff was not entitled to the property. That protective rationale is significantly undercut where — as here — the defendant obtained possession through its own unlawful conduct. BMW FS breached the peace. It forfeited its self-help remedy. It is not an innocent party protecting a legitimate

interest. It is a wrongdoer seeking to retain the fruits of its violation. Courts have wide equitable discretion to deny or reduce bond requirements in precisely this circumstance.

III. Plaintiff's Circumstances Warrant Special Consideration

Plaintiff is a documented victim of human trafficking, a widow, a recent Missouri transplant with no local support network, and is actively engaged in a pending insurance claim that constitutes her primary financial resource. These are not abstract circumstances — they are the direct reason Plaintiff cannot post a substantial bond, and they are circumstances that Defendants' conduct has materially worsened.

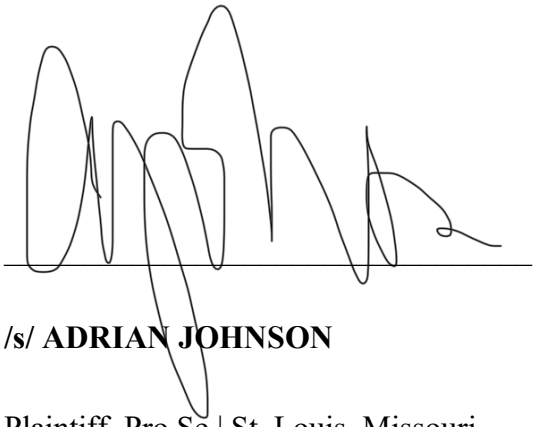
IV. Courts Routinely Exercise Discretion to Set Nominal Bonds

Missouri courts have equitable power to set bonds at nominal levels in extraordinary circumstances. Courts in other jurisdictions applying analogous replevin statutes have recognized that a nominal bond — often $1.00 to $100.00 — adequately protects the defendant's interest while preserving the plaintiff's constitutional right of access where the plaintiff's case is strong and a full bond would be prohibitive. Plaintiff's case on the merits is exceptionally strong: the breach of peace is documented by police involvement and Plaintiff's verbal refusal while physically inside the Vehicle.

PRAYER FOR RELIEF

Plaintiff respectfully requests that this Court waive the bond requirement in its entirety, or in the alternative set a nominal bond not to exceed $100.00, and grant such other and further relief as the Court deems just.

Respectfully submitted,



/s/ ADRIAN JOHNSON

Plaintiff, Pro Se | St. Louis, Missouri

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS, MISSOURI

A.J

Plaintiff,

v. Case No. _____

BMW FINANCIAL SERVICES NA, LLC,

IMAGE RECOVERY SERVICE INC.,

and JOHN DOE POLICE OFFICERS 1-5,

Defendants.

EMERGENCY MOTION FOR IMMEDIATE RELEASE OF PLAINTIFF'S PERSONAL PROPERTY FROM VEHICLE

INTRODUCTION

Separate and apart from her claim to the Vehicle itself, Plaintiff moves this Court for an immediate Order directing Defendants to release all of Plaintiff's personal property — including medical equipment and supplies — from the Vehicle forthwith, and at no charge. Defendants

have no legal right to hold Plaintiff's non-collateral personal property hostage, and their demand for $660.00 as a condition of access is unlawful.

ARGUMENT

I. Non-Collateral Personal Property Is Not Subject to Any Security Interest

BMW FS's security interest — whether arising under a lease or financing agreement — extends only to the Vehicle itself. It does not extend to Plaintiff's personal belongings inside the Vehicle. Clothing, medical equipment, medical supplies, personal documents, and other personal effects are not collateral under any security agreement and cannot be held by BMW FS or its agents as security for any debt or obligation.

II. Conditioning Release on Payment Is Conversion

By conditioning Plaintiff's access to her own non-collateral property on the payment of $660.00, Defendants are exercising unauthorized dominion over Plaintiff's property. This is conversion under Missouri law, entirely separate from and in addition to the wrongful repossession of the Vehicle.

III. Medical Necessity Creates Independent Irreparable Harm

Plaintiff's medical supplies and equipment are inside the Vehicle. The denial of access to medical property cannot be remedied by money damages after the fact. The harm is immediate, ongoing, and irreparable. This Court has both the authority and the obligation to act on an emergency basis to prevent ongoing harm to Plaintiff's health.

PRAYER FOR RELIEF

Plaintiff respectfully requests that this Court issue an immediate Order:

A. Directing Defendants to immediately allow Plaintiff access to the Vehicle to retrieve all personal property not constituting collateral under any security agreement;

B. Prohibiting Defendants from charging any fee as a condition of such access;

C. Directing that such access occur within 24 hours of service of this Order, at a time and location to be coordinated with Plaintiff; and

D. Granting such other and further relief as the Court deems just.

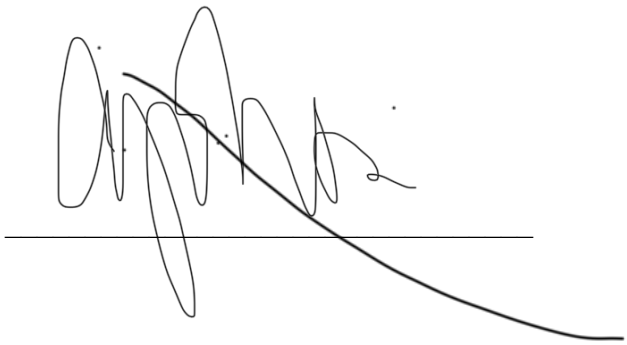
Respectfully submitted,

ADRIAN JOHNSON

Plaintiff, Pro Se | St. Louis, Missouri

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of April, 2026, I filed the foregoing documents with the Clerk of the Circuit Court of the City of St. Louis, Missouri, and that I will serve copies upon Defendants as required by law.



IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS, MISSOURI

A.J Plaintiff,

v. Case No. _____

BMW FINANCIAL SERVICES NA, LLC,

IMAGE RECOVERY

and JOHN DOE POLICE OFFICERS 1-5,

Defendants.

PROPOSED ORDER GRANTING TEMPORARY RESTRAINING ORDER

This matter comes before the Court on Plaintiff's Verified Complaint and Motion for Temporary Restraining Order. The Court, having reviewed the pleadings and supporting affidavit and finding good cause shown, hereby ORDERS that:

1. Defendants, their agents, servants, employees, attorneys, and all persons acting on their behalf or at their direction are RESTRAINED and ENJOINED from selling, transferring, disposing of, altering, or taking any action to prevent Plaintiff from recovering possession of the 2026 BMW iX xDrive60 VIN: WB553CF07TCV17803

2. Defendants shall make the subject vehicle available to Plaintiff for immediate retrieval.

3. Defendants and all persons acting in concert with them are ENJOINED from taking any further action that would cause prejudicial harm to Plaintiff's ownership, possession, or use of the vehicle until further order of this Court.

4. The requirements of any bond or surety are hereby WAIVED based on the circumstances showing irreparable harm and Defendant's breach of peace during the unlawful repossession.

5. This Order shall remain in effect until a further hearing is held, or this Court orders otherwise.

SO ORDERED this ____ day of _____, 2026.

HON.

St Louis, MO

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS, MISSOURI

A.J

Plaintiff,

v. Case No. _____

BMW FINANCIAL SERVICES NA, LLC,

IMAGE RECOVERY SERVICE INC,

and JOHN DOE POLICE OFFICERS 1-5,

Defendants.

MOTION TO PROCEED UNDER PSEUDONYM

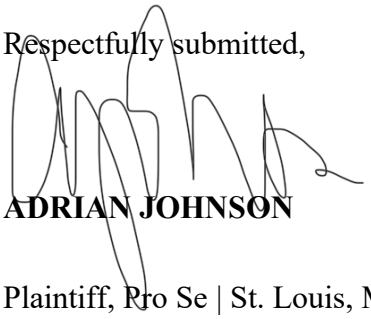
Plaintiff respectfully moves this Court for permission to proceed under a pseudonym in this matter, and in support states as follows:

1. Plaintiff seeks permission to proceed under a pseudonym due to the highly sensitive nature of the facts involved, including Plaintiff's documented status as a victim of human trafficking, gender identity considerations, medical information, and associated privacy concerns.
2. Plaintiff has previously provided clear and documented evidence of trafficking survivor status, and explicit details of Plaintiff's identity, if disclosed publicly, would create significant risk of further harm, stigma, emotional distress, and personal and professional repercussions.
3. Courts have consistently allowed plaintiffs in similar circumstances—particularly involving human trafficking survivors, sensitive medical conditions, or gender identity—to proceed anonymously to protect their safety, privacy, and dignity.
4. Allowing Plaintiff to proceed under pseudonym will cause no prejudice to Defendants. Defendants have full access to Plaintiff's true identity and pertinent information necessary to defend this action.

5. The public's interest in open proceedings is outweighed by Plaintiff's substantial interest in preserving privacy, safety, and security, particularly given the sensitive nature of Plaintiff's claims.

WHEREFORE, Plaintiff respectfully requests this Court grant this Motion to Proceed Under Pseudonym, permitting Plaintiff to proceed anonymously and issue an order prohibiting disclosure of Plaintiff's true identity in publicly filed documents and communications.

Respectfully submitted,



ADRIAN JOHNSON

Plaintiff, Pro Se | St. Louis, Missouri